IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI NORTHERN DIVISION

UNITED STATES OF AMERICA For and on Behalf of and for the Use and Benefit of MY COMPANY, INC.

PLAINTIFF

V. CIVIL ACTION NO. 3:19-cv-528-DPJ-FKB

CARTER'S CONTRACTING SERVICES, INC., MERCHANTS BONDING COMPANY (MUTUAL), and EVEREST REINSURANCE COMPANY,

DEFENDANTS

COMPLAINT

Jury Trial Requested

COMES NOW the United States of America, for and on behalf of and for the use and benefit of My Company, Inc. ("My Company"), Plaintiff herein, and files this its Complaint against Carter's Contracting Services, Inc. ("Carter's Contracting"), Merchants Bonding Company (Mutual) ("Merchants"), and Everest Reinsurance Company ("Everest"), and respectfully shows unto the Court the following:

PARTIES

- 1. My Company, Inc. is Kansas Corporation with its principal office located at SE Wear Avenue #A, Topeka, Kansas 66607.
- 2. Defendant Carter's Contracting Services, Inc. is an Alabama Corporation with its principal place of business at 23263 Harmony Church Road, Andalusia, Alabama 36421. Defendant Carter's Contracting may be served by service on its registered agent, Picasso Nelson, 73 Canal Drive, Hattiesburg, Mississippi 39402.

- 3. Defendant Merchants Bonding Company (Mutual) ("Merchants") is a foreign corporation with its principal place of business located at 6700 Westown Parkway, West Des Moines, IA 50266. Defendant Merchants may be served by service on its registered agent, United States Corporation Company, 7716 Old Canton Road, Suite C, Madison, Mississippi 39110.
- 4. Defendant Everest Reinsurance Company ("Everest") is a foreign corporation with its principal place of business at 251 Little Falls Drive, Wilmington, DE 19808. Defendant Everest may be served by service on its registered agent, United States Corporation Company, located at 7716 Old Canton Road, Suite C, Madison, Mississippi 39110.

JURISDICTION

5. Jurisdiction over Miller Act ("Miller Act") claims is vested in this Court pursuant to 40 U.S.C. § 3133.

VENUE

6. Venue is proper in this court pursuant to 40 U.S.C. § 3133 (b)(3).

STATEMENT OF FACTS

- 7. The claims herein arise out of a business relationship between My Company and Carter's Contracting.
- 8. Specifically, the claims herein are related to the construction of Contract No. W912EE-15-C-0012 FC/MR&T, East Bank Mississippi River Levees, Magna Vista—Brunswick, Mississippi Levee Enlargement and Berms, Item 465-L (the "Project").
- 9. Upon information and belief, Carter's Contracting entered into a contract with The U.S. Army Corps of Engineers to construct the Project (the "Prime Contract"). My Company has not been provided with a copy of the Prime Contract, but My Company believes that the same is in the possession of Merchants and/or Everest.

- 10. Pursuant to the Miller Act, Carter's Contracting, as principal, and Merchants and Everest, as Sureties, executed a payment bond in favor of the U.S. Army Corp of Engineers and the United States of America, as obligees, dated September 25, 2015 (the "Payment Bond"). A true and accurate copy of the Payment Bond is attached hereto as Exhibit A.
- 11. Under the Payment Bond, Carter's Contracting, Merchants, and Everest bound themselves, jointly and severally, to guarantee prompt payment to all persons supplying labor and materials in the execution of the work provided in the Prime Contract.
- 12. On August 9, 2017, Carter's Contracting entered into a Subcontract agreement with My Company to perform services and to supply labor and materials for the Project pursuant to the Prime Contract. A true and correct copy of the Subcontract is attached hereto as Exhibit B.
- 13. At Carter's Contracting's request, My Company supplied labor and material for the Project's completion, including work on the "land side" berm, as well as the "river side" berm, after Carter's Contracting forbid My Company from continuing its contracted work on the "land side" berm until work on the "river side" berm, outside of My Company's scope of work, was completed.
- 14. The value of My Company's labor and material supplied for the Project is \$1,811,328.86; yet My Company has only been paid \$771,139.24 by Carter's Contracting for the same.
- 15. Despite demand from My Company, Carter's Contracting has refused, and continues to refuse, to pay My Company any of the unpaid principal balance due and owing for My Company's work on the Project.
- 16. Therefore, in accordance with the Bond, by letter dated October 12, 2018, My Company made written demand on Merchants and Everest for payment of the unpaid balance (the

"Bond Claim"). A true and correct copy of the October 12, 2018 bond claim letter is attached hereto as Exhibit C.

- 17. More than nine (9) months have passed since Merchants and Everest were notified of Carter's Contracting's nonpayment and My Company has received no payment on the Bond Claim.
- 18. Despite demand from My Company, Merchants and Everest have failed and/or refused to pay My Company the outstanding principal balance for its work on the Project.

COUNT I

PAYMENT BOND CLAIM

(Merchants and Everest)

- 19. All of the preceding averments and allegations set forth in paragraphs 1 through 18 are incorporated herein by reference as though fully rewritten into this Count and made a part hereof.
- 20. Merchants and Everest issued a Payment Bond with respect to the Project bearing Bond No. MSC 53040, having a penal sum of \$8,726,100.50.
- 21. Pursuant to the express terms of the Payment Bond and the Miller Act, 40 U.S.C. § 3131, et seq., Carter's Contracting, Merchants, and Everest, jointly and severally, guaranteed prompt payment to all persons supplying labor and materials in the execution of the work provided in the Prime Contract for the Project.
 - 22. My Company supplied labor and materials for the Project.
- 23. Notwithstanding demand and notice, Defendants have failed and refused to promptly pay My Company the remaining amount for labor and materials furnished for the Project.

- 24. More than ninety (90) days, but not more than one (1) year, have elapsed since the date on which My Company last furnished or supplied labor or materials to the Project.
- 25. Defendants Merchants and Everest's failure and refusal to pay the Bond Claim constitutes a breach of its statutory and contractual obligations to My Company under the Payment Bond and the Miller Act, and said breach has proximately caused damages to My Company in at least the amount of \$1,040,189.62, plus interest, the exact amount to be shown at the trial hereof.
- 26. My Company is also entitled to Prompt-Payment Act Penalties pursuant to MISS. CODE ANN. § 31-5-25.

COUNT II

BREACH OF CONTRACT

(Carter's Contracting)

- 27. The foregoing allegations are incorporated by reference.
- 28. My Company had a valid and enforceable Agreement with Carter's Contracting.
- 29. By failing to pay My Company for work performed on the Project, Carter's Contracting breached its Subcontract with My Company.
- 30. My Company was damaged as a result of Carter's Contracting's breach in an amount to be proven at trial, not less than 1,040,189.62.

COUNT III

BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING

- 31. The foregoing allegations are incorporated herein.
- 32. The Subcontract contains implied covenants of good faith and fair dealing.

- 33. In addition to the previous count, or in the alternative, Carter's Contracting breached the implied covenants of good faith and fair dealing with respect to its contract with My Company.
- 34. The covenants of good faith and fair dealing imposed upon Carter's Contracting by the Subcontract required Carter's Contracting to meet the justified expectations of My Company pertaining to matters arising in conjunction to the contractual relationship, and the duty not to frustrate or deny My Company the full benefit of payment in the course of performance under the contract.
- 35. In failing and refusing to compensate My Company, and, further, in Carter's Contracting's attempts to create a pretext in order to wrongfully terminate its contract with My Company, including claiming that My Company owed Carter's Contracting for services rendered elsewhere on a separate project, Carter's Contracting's breach of the implied duty of good faith and fair dealing resulted in damages to My Company.
- 36. Further, in failing and refusing to pay the amounts owed to My Company, despite there being no allegation or facts that would suggest anybody other than My Company performed its scope of work for Carter's Contracting during the relevant period, Carter's Contracting has breached its duty of good faith and fair dealing, resulting in damages to My Company.

COUNT IV

UNJUST ENRICHMENT/QUANTUM MERUIT

(Carter's Contracting)

37. The foregoing allegations are incorporated by reference.

38. Carter's Contracting unjustly received a benefit from My Company to My

Company's detriment by unfairly refusing to pay the remaining balance for work that My

Company performed, and Carter's Contracting accepted.

39. As a result, My Company has been damaged and, as a matter of equity, Carter's

Contracting should compensate My Company for the benefit it received by virtue of its unfair

refusal to pay for services it received from My Company.

REQUESTS FOR RELIEF

WHEREFORE, for the reasons set forth in the foregoing paragraphs, My Company demands

a trial by jury, and request the following relief:

a. Actual damages in the principal amount of \$1,040,189.62;

b. Reasonable attorneys' fees incurred herein, the exact amount to be shown at the trial

of this cause;

c. Pre-judgment interest in the amount of eight percent (8%) per annum from the date

due, the exact date of which will be shown at trial, to the date of entry of the judgment;

d. Post-judgment interest in the amount of eight percent (8%) per annum from the date

of entry of the judgment until paid;

e. Prompt Payment Act penalties;

f. Punitive damages;

g. All costs incurred herein; and,

h. Such other and further relief as this Court may deem just and proper.

This the 29th day of July, 2019.

Respectfully submitted,

/s/ Dorsey R. Carson, Jr.

Dorsey R. Carson, Jr. (MSB #10493)

Lindsay K. Roberts (MSB #105723)

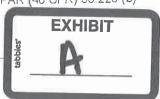
Attorneys for Plaintiff

OF COUNSEL:

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Email: dcarson@thecarsonlawgroup.com
lroberts@thecarsonlawgroup.com

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INSTRUCTIONS

- 1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds, Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A. Surety B. etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- 4. Corporations executing the bond shall affix their corporate seals, Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.

SUBCONTRACT 236-100

THIS AGREEMENT made and entered into this 9thth day of August, 2017 between Carter's Contracting Services, Inc., 23263 Harmony Church Road, Andalusia, AL 36421 party of the first part (hereinafter called the Contractor) and My Company, 729 SE Wear Avenue #A, Topeka, KS 66607 party of the second part, (hereinafter called the Subcontractor) WITNESSETH:

WHEREAS, the Contractor desires the construction of Contract No. W912EE-15-C-0012 FC/MR&T, East Bank Mississippi River Levees, Magna Vista –Brunswick, Mississippi Levee Enlargement and Berms, Item 465-L (hereinafter called Project) and the Subcontractor desires to furnish and deliver all equipment, labor and material, to do and perform all the work as outlined below:

 Mobilization & Demobilization Demolition and Removal of Existing Pavement 	1 job LS	103,434.69
and salvage of existing surfacing	-	172,708.62
3. Cattle Guards	1 job LS	45,791.23
4. Clearing & Grubbing	1 job LS	288,864.14
6. Levee Embankment, Compacted	o .	04-60-600 BUILD BETTO A
Estimated Quantity 80,470 CY @ \$3.87 per cy		311,418.90
7. Levee Embankment, Uncompacted		
Estimated Quantity 428,063 CY @ \$3.85 per cy		1,648,042.55
8. Levee Surfacing Crushed Stone		, ,
Estimated Quantity 12,900 TN @ \$5.38 per TN		69,402.00
9. Mowing, Turfing, Solid Sodding and Erosion		02,402.00
Control Matting	1 job LS	528,036.32

Bid Qualifications

- 1. Bid excludes testing & surveying.
- 2. Mobilization will be paid at 60% prior to mobilization and 40% at demobilization.
- 3. Contractor will purchase materials, obtain permits and deliver materials for bid item 0008. Subcontractor will furnish all labor and equipment to place material.
- 4. Subcontractor will provide all superintendancey, SSHO and QC Manager for entire project inclusive of contract bid items 1-11.
- 5. Subcontractor will complete all required paperwork associated with managing the project.
- 6. Contractor agrees to leave trailer, utilities, portable toilets and internet access.
- 7. Subcontractor will provide contractor with technical assistance and oversight for Contractor's portion of the work (Items 5, 10 & 11)



NOW, THEREFORE, the mutual covenants herein contained the parties hereto agree as follows:

- 1. The Subcontractor promises and agrees to provide project management and to do and perform all the work and labor as outlined above. The aforementioned sections of work are to be performed in strict accordance and entire conformity with the provisions of the Contract, and the Proposal, and the Plans and Specifications (including Special Provisions and amendments) prepared by or for the Contractor, the originals of which are on file with the contractor, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement
- 2. The Contractor agrees and promises to pay the Subcontractor for said Work at monthly intervals when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal amounting to <u>unit price---</u> payments to be made as provided in said Specifications upon presentation of the proper certificates and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
- 3. The said work shall be done in accordance with the US Army Corps of Engineers plans and specifications, under the direct supervision, and to the entire satisfaction of the Owner, subject at all times to the inspection and approval of US Army Corps of Engineers.
- 4. Subcontractor shall perform all work in a timely manner so as not to delay completion of project. . Subcontractor is not responsible for liquidated damages.

IN WITNESS WHEREOF, CARTER'S CONTRACTING SERVICES, INC., has caused these presents to be executed by its President and MY COMPANY, INC., Subcontractor, has hereto set his hand and seal this the day and year above written.

ATTEST:	CARTER'S CONTRACTING SERVICES, INC.
Booky Esom	By: Mertha Carter
Cindy Edson, Office Administrator	Mertha Carter, President
Date 8 14 17	8/14/17
Date	Date

NAME OF SUBCONTRACTOR:	MY COMPANY, INC.
	By:
	Signature
	Title
	Printed Name
	Date



Capital Towers, Suite 1336 125 South Congress Street Jackson, Mississippi 39201 Main (601) 351-9831 Fax (601) 510-9056 www.thecarsonlawgroup.com

Dorsey R. Carson, Jr.
Attorney
Admitted in AR, GA, MS and TX
MS State Bar Approved Mediator
dcarson@thecarsonlawgroup.com

October 12, 2018

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Merchants Bonding Company c/o United States Corporation Company, Registered Agent 5760 I-55 North, Suite 150 Jackson, MS 39211 Everest Reinsurance Company c/o CT Corporation System of Mississippi, Registered Agent 645 Lakeland East Drive, Suite 101 Flowood, MS 39232

Re: Claim under Performance and Payment Bond #MSC 53040 – Contract No. W912EE-15-C-0012 FC/MR&T, East Bank Mississippi River Levees, Magna Vista – Brunswick, Mississippi Levee Enlargement and Berms, Item 465-L (the "Project")

Ladies and Gentleman:

Please accept this letter as a statement of claim on behalf of a subcontractor, My Company, Inc. ("My Company"), on the above-referenced Project. My Company has demanded that the general contractor, Carter's Contracting Services, Inc. ("Carter's Contracting"), provide payment for labor and materials covered under the bond.

My Company now files its formal claim with Merchants Bonding Company ("Merchants") and Everest Reinsurance Company ("Everest") (collectively, the "Sureties), sureties for Carter's Contracting, the Project's general contractor, under the attached Performance and Payment Bond for payment in accordance with the language contained in the bond. *See* Bond attached as Exhibit "A."

My Company has performed all work for which it was hired for the above-referenced Project pursuant to the terms of the subcontract. Carter's Contracting has failed and refused to pay My Company in accordance with the parties' agreement, despite demand and notice of the amount owing.

Accordingly, My Company now makes a claim upon Carter's Contracting's sureties, Merchants and Everest, for the \$806,604.61 owed it. Please call me at your convenience should you have any questions. Otherwise, please note in a written response when My Company may expect payment. Upon receipt of payment, My Company will subrogate its claims under the contract.



Case 3:19-cv-00528-DPJ-FKB Document 1-3 Filed 07/30/19 Page 2 of 7

Merchants Bonding Company Everest Reinsurance Company October 12, 2018 Page 2

This claim is submitted with full reservation of My Company's rights under the contract, performance and payment bond and under all applicable rules and law.

Very truly yours,

Dorsey R. Carson Jr.

DRC/sm

Enclosure

cc: R. Ellis Screws, Contracting Office (CEMVK-CT-C), Construction & A-E Branch,

Vicksburg District, U. S. Army Corps of Engineers Ms. Mertha Carter, Carter's Contracting Services, Inc.

My Company, Inc.

Bond # MSC 53	3040	PERFORMANCE BOND See Instructions on reverse)		09/25/2015	5	ust be same or b		Expira	Number: ition Date:	6/30/2016
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INSTRUCTIONS

- 1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds, Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an atterney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as screttes must appear on the Department of the Treasury's list of approved screttes and must act within the limitation listed therein. Where more than one corporate screty is involved, their names and addresses shall appear in the spaces (Surety A. Surety B. etc.) headed "CORPORATE SURETY(IES)."

- In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surely (Standard Form 28) for each individual surely, shall accompany the bond. The Government may require the surely to furnish additional substantialing information concerning their financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided



POWER OF ATTORNEY for Company Employees

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint the following company employees, individually,

Ed Sipfle

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

Unlimited

This Power-of-Altorney is granted and is signed and sealed by facs mile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney in Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney in Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of

August

. 2015 .

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

1 . Lo

President

Notary Public, Pols County, Iowa

STATE OF IOWA COUNTY OF DALLAS 83.

On this 14th day of August , 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Board of Directors.

WENDY WOODY
Commission Number 784654
My Commission Expires
Junel 20, 2017

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Wilness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of

September

, 2015

POA 0015 (6/15)

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INSTRUCTIONS

- 1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal In the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE"
- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties...
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- 4. Corporations executing the bond shall affix their corporate seals, individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5_{\odot} Type the name and title of each person signing this bond in the space provided.

JS 44 (Rev. 02/19)

Case 3:19-cv-00528-DPJ-FKB

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil do	ocket sheet. (SEE INSTRUC	TIONS ON NEXT PAGE O	F THIS FO	PRM.)					
I. (a) PLAINTIFFS				DEFENDANTS					
United States of America Benefit of My Company,		and for the Use and	b	Carter's Contractin (Mutual)	g Services	s, Inc. and Mer	rchants Bond	ing Com	ıpany
(b) County of Residence of First Listed Plaintiff Shawnee Co., MO (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence NOTE: IN LAND CO THE TRACT	(IN U.S. PL	AINTIFF CASES O			
(c) Attorneys (Firm Name, A Carson Law Group, PLLC 125 S. Congress St., Sui (601) 351-9831				Attorneys (If Known)					
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CI	TIZENSHIP OF P	RINCIPA	L PARTIES	(Place an "X" in (One Box for	Plainti
☐ 1 U.S. Government Plaintiff	Federal Question (U.S. Government)	Not a Party)		(For Diversity Cases Only) PT en of This State		Incorporated <i>or</i> Pri of Business In T		PTF 1	t) DEF □ 4
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenshi)	ip of Parties in Item III)	Citize	en of Another State	2 🗖 2	Incorporated and P of Business In A		5 1	□ 5
				en or Subject of a reign Country		Foreign Nation			□ 6
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VIII. RELATED CASI IF ANY		JUDGE		.,. 10,100.02		Γ NUMBER	2, 105		
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